

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PENDLETON FLOUR MILLS, LLC,

Plaintiff,

v.

GARLIC JIM'S FAMOUS GOURMET
PIZZA, INC.,

Defendant.

CASE NO. C13-1987RAJ

ORDER

This matter comes before the court on Plaintiff's motion for default judgment. Dkt. # 9. The court GRANTS the motion and directs the clerk to enter default judgment for Plaintiff as described at the conclusion of this order.

The court's role in considering a motion for default judgment is not ministerial. The court must accept all well-pleaded allegations of the complaint as established fact, except facts related to the amount of damages. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987). Where those facts establish a defendant's liability, the court has discretion, not an obligation, to enter a default judgment. *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980); *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d 1388, 1392 (9th Cir. 1988). The plaintiff must provide evidence to support a claim for a particular sum of damages. *TeleVideo Sys.*, 826 F.2d at 917-18; *see also* Fed. R. Civ. P. 55(b)(2)(B). Where the plaintiff cannot prove that the sum he seeks is "a liquidated sum

1 or capable of mathematical calculation,” the court must conduct a hearing or otherwise
2 ensure that the damage award is appropriate. *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th
3 Cir. 1981).

4 Plaintiff has sued Defendant for breach of contracts for the sale of flour. The
5 complaint alleges that Plaintiff delivered the flour as the contract provided, but that
6 Defendant paid only \$2,521.10 of the \$83,347.50 contract price. The court accepts those
7 allegations of the complaint. In support of its motion for default judgment, Plaintiff has
8 provided invoices that itemize when each installment of the contract came due.
9 Specifically, \$21,408.40 came due on September 23, 2012; \$919.50 came due on
10 September 28, 2012; \$1242.50 came due on September 30, 2012; \$3,737.50 came due on
11 November 8, 2012; \$25,119.00 came due on November 10, 2012; \$1,733.00 came due on
12 November 16, 2012, and \$26,676.50 came due on December 8, 2012. Interest on each of
13 these amounts shall accrue from their due date at an annual rate of 12% until paid.

14 The clerk shall enter a default judgment as described above.

15 DATED this 3rd day of January, 2014.

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18 The Honorable Richard A. Jones
19 United States District Court Judge
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